IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.719 OF 2003
IN
SUMMARY SUIT NO.697 OF 2003

Sweetex Containers Pvt. Ltd. Plaintiff

versus

Bhavari Starch Limited Defendant

S.t.Manek for plaintiff

N.G.Karekar for defendant

CORAM : S.C.DHARMADHIKARI, J.

DATE : 27th June 2005

PC :

1. Consent terms signed by the parties and their advocates are taken on record and marked "X" for identification.

2. The summary suit is on dishonoured cheques. The consent terms provided for admission of liability by the defendants and submission to a decree as prayed in the suit. There is an undertaking given that the payment of the amount mentioned in clause-2 would be made by post dated cheques in 25 monthly instalments. All post

dated cheques have been handed over. The consequences of the cheques being dishonoured and defaults being committed are provided for. Parties have mutually settled the dispute and have agreed to these terms. Order in terms of the consent terms. Undertakings accepted. Needless to state that the Summons for Judgement being made absolute in these terms and decree being passed, in addition to the remedy of execution of the decree as available in law, the defendants would be dealt with for committing contempt and/or breach of the undertaking given vide these consent terms in case defaults are committed. Refund of court fees and computation of advocates costs as per rules. Drawing up of the decree is expedited.

(S.C.DHARMADHIKARI, J.)